

GENERAL TERMS AND CONDITIONS SCOOZY B.V.

Article 1. Definitions

- 1.1. In these general terms and conditions the following terms shall have the following meanings, unless explicitly stated otherwise or if the context otherwise requires:
 - a. Scoozy: the user of these general terms and conditions: Scoozy B.V. registered at Groothandelsweg 1 in Delfgauw, registered with the Dutch Chamber of Commerce under trade register number 65497414;
 - b. customer: any legal or natural person who is acting in the practice of their profession of business that enters an agreement with Scoozy;
 - c. agreement: the agreement between Scoozy and the customer;
 - d. product: the product supplied and delivered by Scoozy.

Article 2. In General

- 2.1 These general terms and conditions apply to all of Scoozy's quotes and to each agreement between Scoozy and the customer.
- 2.2 The applicability of any purchase or other conditions of the customer is expressly rejected.
- 2.3 Any provisions that deviate are valid only if and to the extent as expressly agreed by parties in writing or by email.
- 2.4 In case one or more provisions of these general terms and conditions are fully or partly void or declared invalid, then the remaining provisions in these general terms and conditions shall remain in full force and effect. The void or invalid provisions will be replaced by Scoozy, taking into account the purport and intention of the original provision(s) to the extent possible.
- 2.5 In case Scoozy does not always demand strict observance of these general terms and conditions, that does not imply that these provisions would not apply or that Scoozy would in any way forfeit the right to demand strict observance of the provisions of these general terms and conditions in other cases.
- 2.6 Scoozy has the right to change these general terms and conditions. The customer will be notified email of the altered general terms and conditions and of the date that they will come into force. The changed general terms and conditions apply to all orders placed by the customer after the changed general terms and conditions have come into force.
 - a.

Article 3. Offers and price quotations

- 3.1 All of Scoozy's offers are free of engagement.
- 3.2 The customer ensures that all information is correct and complete to form the basis for Scoozy to issue a quotation for the product.
- 3.3 The quotations provided to the customer by Scoozy and other documents should not be copied, nor given to third parties for inspection without Scoozy's consent.
- 3.4 Scoozy cannot be obliged to keep its quotation or price list if the customer can reasonably understand that the quotation or price list, or part of it, includes a mistake or clerical error. The listed prices do not automatically apply to future orders.
- 3.5 The listed prices do not automatically apply to future orders.
- 3.6 The listed prices are in Euros, exclusive of VAT, transport costs and import duties.
- 3.7 Scoozy has the right to modify its prices from time to time. The customer will be notified via email when the price modification will come into force.
- 3.8 If between the time of placing the order and its delivery changes occur with respect to cost factors or the VAT rate, then Scoozy reasonably has the right to review the original prices.

Article 4. Conclusion of Agreement, cancellation and changes

- 4.1 The Agreement is concluded when the customer has explicitly agreed to Scoozy's quotation, when the customer has signed the Agreement, and/or when the customer has placed an order and Scoozy has accepted the order.
- 4.2 Once an order has been placed it cannot be cancelled.
- 4.3 If the customer changes the order placed, then this can affect the delivery time. The customer is responsible for the possible extra costs that Scoozy will have to make to change the order. If possible, Scoozy will inform the customer in advance of the implications of changing the order on delivery time and price.

Article 5. Implementation of the Agreement

- 5.1 Scoozy shall perform the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
- 5.2 Scoozy has the right to by the execution of the Agreement, without informing the customer, to use third parties, involve goods of third parties, use third party services and have third parties performing the Agreement in full or partly.

Article 6. Obligations of the Customer

- 6.1 The Product should only be used in accordance with the instructions. The customer should point this out to the Buyers.
- 6.2 The Customer shall ensure that any information specified by Scoozy as necessary for the performance of the Agreement, of which the Customer should reasonably understand to be necessary for that purpose, is provided to Scoozy in a timely manner.
- 6.3 In case the information provided by the Customer is incomplete and/or incorrect, this shall be entirely at the risk and for account of the Customer.
- 6.4 The Customer is obliged to immediately inform Scoozy of any facts and circumstances that may be relevant with respect to the performance of the Agreement.
- 6.5 The Customer indemnifies Scoozy against any claims by third parties, who suffer damage in connection with the implementation of the Agreement and to which the customer is accountable.
- 6.6 With regards to compliance with any legal and other applicable regulations with respect to the possession, storage, transport, preservation, resale and use in whatever way of the Product in the country in which the Customer is located, shall be the customer's responsibility exclusively.
- 6.7 If the Customer fails to comply, comply in time, or does not comply in full with the obligations towards Scoozy, or implied by law, or if the Customer is acting unlawful towards Scoozy, such as, but certainly not limited to, damaging Scoozy's reputation and/or the reputation of its Products, the Customer will be liable for all damage suffered by Scoozy, including lost turnover, and is Scoozy entitled to suspend the fulfilment of the Agreement or to dissolve the Agreement.

Article 7. Time of delivery

- 7.1 The indicated time of delivery has been determined to the best of its knowledge based on the information known at the time of the conclusion of the Agreement. Times of delivery indicated cannot be considered final deadlines.
- 7.2 In case of non-observance of the time of delivery due to an event beyond the actual control of Scoozy and which cannot be attributed to any acts and/or omissions on the part of Scoozy, such as, amongst others, described in Article 14 of these general terms and conditions, the time of delivery is automatically extended by the time of the non-observance caused by such an event.
- 7.3 Exceeding the stated time of delivery will under no circumstance confer the right to annul the order or to dissolve the Agreement.

Article 8. Delivery

- 8.1 Delivery shall occur 'ex works'. This means that the risk of the Products passes when the Products leave Scoozy's warehouse. The Customer and Scoozy can agree that Scoozy takes care of the transport of the Product. In these circumstances, the risk of loading, transport and unloading shall be borne by the Customer. The Customer can insure themselves against these risks. The transport costs are charged to the Customer.
- 8.2 The Customer is obliged to receive the Product that is being delivered, even if the estimated delivery time is exceeded.
- 8.3 In the event that the Customer refuses acceptance, Scoozy is entitled to store the Product at the account and risk of the Customer. If the Customer does not accept the Product, irrespective if (part) payment of the amount due has already taken place, then Scoozy has the right to sell this for and on behalf of the Customer. The Customer will still have to pay the amount of the invoice, plus interest, costs and any compensation, however, if applicable, reduced by the net proceeds, from the sale to a third party.

Article 9. Invoicing, payment and debt collection costs

- 9.1 Invoicing shall be effected without delay after the Customer has placed the order.
- 9.2 The invoice should be paid prior to delivery. Scoozy will inform the Customer when the Products are ready for delivery.
- 9.3 Payment should be done in Euros and without discount or insurance.
- 9.4 If the Customer fails to pay the invoice immediately after having been informed that the Products are ready for delivery, then Scoozy will send the Customer a reminder and then Scoozy has the right to suspend the delivery of orders until the moment the Customer has paid the invoice in full. Scoozy is not responsible for any damage the Customer may suffer because of the suspension.
- 9.5 In the event of late payment, the Customer will have to pay legal commercial interest, pursuant to Article 6:119a of the Dutch Civil Code, applicable from the date on which the amount owed is due to the time of payment. In addition, all collection charges, judicial and extrajudicial. The extrajudicial collection charges are set at 15% of the principal amount, with a minimum of € 100.-.
- 9.6 In the event of liquidation, bankruptcy, attachment or suspension of payments on the part of the Customer, Scoozy's claims on the Customer shall become immediately due and payable.
- 9.7 Each payment by the Customer will be used first for the settlement of any interest due and then for the settlement of the costs of collection incurred. Only after these dues have been cleared, payments by the Customer are used to deduct from the principal amount due.

Article 10. Warranty and complaints

- 10.1 The Consumer is given a product warranty of 2 years. The warranty period starts on the invoice date of the Consumer's invoice for the Product.
- 10.2 The warranty does not include the provision of replacement transport.
- 10.3 The Consumer's invoice is the warranty certificate.
- 10.4 If a third party repairs any defects to the Product for the Customer without Scoozy's prior consent, Scoozy will not reimburse the costs of this repair.
- 10.5 The Customer should submit a warranty certificate that the Customer receives from the Consumer to Scoozy, so that Scoozy can decide if the warranty appeal is right and in what way the warranty claim should be settled. The Customer should act in accordance to this decision.
- 10.6 A warranty appeal will not be accepted and complaints about the Product supplied shall not be looked into if:
 - a. The Customer has failed to report any defects to the Product to Scoozy in writing or by email immediately after discovery of the defect;
 - b. The Customer and/or any third parties have performed modifications to the Product;
 - c. The Product was not used in accordance with the instructions, its agreed purpose or the technical specifications;
 - d. Damage to the Product is the result of slipping or a traffic accident;
 - e. There is normal wear and tear;
 - f. The damage has been caused by external circumstances such as destruction, extreme weather conditions, pests or cleaning detergents;
 - g. The Customer or a third party have performed work to the Product using non-original parts.
- 10.7 The Customer should give Scoozy the opportunity to investigate a complaint or warranty claim.
- 10.8 A return because of a complaint or a warranty appeal will only be accepted if Scoozy has given its consent for the return by email.
- 10.9 Complaints or a warranty appeal will not suspend the Customer's payment obligations.
- 10.10 If Scoozy supplies a new part and/or carries out repair work at the Customer's request and the warranty appeal is not accepted, then the Customer will be responsible for the costs for the part and/or the repair work.

Article 11. Retention of title

- 11.1 Notwithstanding actual delivery, title to the Products will not pass to the Customer until the Customer has paid Scoozy all amounts owed or which will be owed in future relating to products that have been or will be supplied according to an agreement, in full, including the purchase price, and any interest and costs due under these general terms and conditions or according to this Agreement.
- 11.2 As long as the title in the Products has not passed to the Customer, the Customer shall not be

- authorised to lease or to grant use of the Products to any third parties, or to pledge the Products to any third parties, or otherwise encumber these for any third parties. Prior to transfer of ownership the Customer has the right to sell the Products as part of their normal business activities as an agent of Scoozy; the Customer will keep the proceedings from that sale for Scoozy until the moment when full payment of the Products has taken place.
- 11.3 The Customer is obliged to store the Products supplied carefully and as recognisable property of Scoozy and to insure these against risks such as fire, explosion, damage and theft. At the first request from Scoozy the Customer shall cede to Scoozy all rights to the insurers involved in this framework.
- 11.4 In case the Customer does not or not fully observe its obligations towards Scoozy, and in case of dissolution of the Agreement for whatever reason, Scoozy shall have the right to take back any Products to which the retention of title applies, without prior notice of default or intervention of the court being required, without prejudice to the right of Scoozy to full damages.
- 11.5 In case Scoozy wishes to exercise its right, as described in this Article, then the Customer is obliged to allow Scoozy to access any locations where the Products of Scoozy are located.
- 11.6 If and as long as Scoozy is the owner of the Products, the Customer shall inform Scoozy immediately in writing or via email when a product has been lost, stolen or damaged, or of any attachment levied of the Products and/or any other claim is otherwise made to the Product.
- 11.7 In case of attachment, (temporary) suspension of payment or bankruptcy the Customer shall immediately notify the bailiff that carries out the attachment, the administrator or trustee in bankruptcy of the (ownership) rights of Scoozy.
- 11.8 The provisions in this Article shall not affect any other rights of Scoozy.

Article 12 Liability and limitation periods

- 12.1 Scoozy cannot be made liable for any damage directly or indirectly caused by:
- An event beyond its actual control and therefore cannot be attributed to its acts and/or omissions, such as described, amongst others, in Article 14 of these general terms and conditions;
 - Any acts or omissions on the part of the Customer, its subordinates or other persons engaged to perform work by or on behalf of the Customer.
- 12.2 Scoozy is not liable for any damage, of whatever kind caused by the fact that Scoozy has acted upon incorrect and/or incomplete information provided by the Customer.
- 12.3 In case the Customer or any third party modifies the Product supplied by Scoozy, then Scoozy will reject any liability for the operation and any (consequential) damage.
- 12.4 Scoozy is not liable for any damage to or accidents involving the Product as a result of incorrect or inexpert use, use in conflict with the instructions or use in conflict with the Product's agreed purpose.
- 12.5 Transport and travelling always entail a risk. Scoozy is in no way liable in dangerous situations, accidents or crashes using the Product. Scoozy is not liable for damage including physical injuries, death, material damage or third party damage, as a result of using the Product. The Customer is at any time responsible themselves to handle the Product, or for a third party to handle the Product, with care. The use of the Product is entirely at the Customer's and/or the third party's own risk.
- 12.6 Scoozy can never be held responsible for damage to the Product, to other items or for injuries as a result of extreme weather conditions.
- 12.7 In case Scoozy considers itself compelled to take measures or cooperate with any recall actions initiated by the manufacturer to prevent any (further) damage as a result of claims of Consumers due to a defect in the Products supplied, then the Customer undertakes to cooperate in such measures. Scoozy can never be held responsible for the damage that the customer suffers as a result of initiated recall actions.
- 12.8 Scoozy is never liable for consequential damage. Consequential damage is in any case considered to include: loss of turnover, loss of profit, loss of savings, damage to the business, malfunction, damage caused to delay or interruption of business operations, costs of alternative transport, travel expenses, damage to reputation and indirect damage, irrespective of its origin.
- 12.9 In case Scoozy should be liable for any damage, the liability of Scoozy is limited to the amount of the payment made by the insurer of Scoozy. In case the insurer does not pay in any given case or the damage is not covered by the insurance, the liability of Scoozy is limited to the invoice amount, for the Product to which the liability applies.

- 12.10 Any claims and other powers of the Customer for whatever reason against Scoozy shall in any case expire after the end of 1 year from that point in time at which as circumstance occurs on account of which the Customer may exercise these rights and/or powers against Scoozy.
- 12.11 The Customer indemnifies Scoozy and holds harmless from and against any claims of third parties brought against Scoozy on account of incidents, acts or omissions for which Scoozy is not liable due to the above provisions. The Customer is obliged to compensate Scoozy upon request for any costs, damage and interest caused to as a direct or indirect consequence of a claim brought against it by a third party as referred to in this paragraph.

Article 13. Suspension and dissolution

- 13.1 Scoozy has the right to dissolve the Agreement in case of (temporary) suspension of payment, bankruptcy, cessation or liquidation of the Customer's business, without any legal intervention in writing or via an electronic declaration.
- 13.2 Scoozy has the right to immediately or without legal intervention suspend performance of the Agreements in case the customer has failed to properly fulfil any of its obligations within an agreed period of time or otherwise does not fulfil any obligation in time resulting from any Agreement until fulfilment has been sufficiently secured.
- 13.3 Scoozy has the right to dissolve the Agreement in full or partly in case the customer has failed to fulfil any of its obligations and the customer has not complied with a notice of default sent to the Customer. A notice of default can be dispensed with if compliance remains impossible.
- 13.4 In case Scoozy suspends or dissolves the Agreement it is in no way obliged to compensate any resulting damage and costs, however caused.
- 13.5 In case the Agreement is being (partly) dissolved, then the claims of Scoozy towards the Customer become due for immediate payment. In case Scoozy suspends the execution of the Agreement, it will retain its claims pursuant to the law and the Agreement.
- 13.6 Scoozy will always retain the right to claim damages.

Article 14. Force Majeure

- 14.1 Scoozy is not obliged to observe any obligations in case it is prevented to do so due to Force Majeure. In any case Force Majeure includes: weather influences; storm of force 10 and above; floods; landslides; terrorism; obstructions caused by third parties, including those of government entities; obstructions in transport; work strikes; epidemics; revolt, war or threat of war; loss of or damage to goods during their transport; delay; non-delivery or delayed delivery of goods to Scoozy by its suppliers; export and import restrictions; theft; fire, malfunctions and accidents in the company of Scoozy or its Supplier; Brexit; measures taken by government entities.
- 14.2 Force Majeure shall also be understood to include a failure on the part of suppliers of Scoozy, or of third parties appointed by Scoozy.

Article 15. Confidentiality and processing of personal data

- 15.1 Both parties are obliged to keep secret any confidential information, which they have obtained from each other or other sources as part of their Agreement. Information is considered confidential if declared confidential by the other party or if this results from the nature of the information. The party receiving confidential information shall use this information only for the purpose for which it has been provided.
- 15.2 Scoozy will process personal data in accordance with the Dutch General Data Protection Regulation (AVG). For more information about the way Scoozy process personal data, the customer can consult the privacy policy of Scoozy via <https://scoozy.nl/store-policy/#cookies>.

Article 16. Intellectual property rights

- 16.1 The Customer shall fully and unconditionally honour any intellectual property rights in the Products supplied by Scoozy.
- 16.2 All intellectual property rights relating to price quotations, documents, illustrations, images and technical specifications made available to the Customer by Scoozy are vested in Scoozy or one of their licensors. Without Scoozy's prior approval, the Customer may not copy or publish these quotations, documents, illustrations, images and technical specifications.
- 16.3 The Customer is not permitted to perform acts that are in conflict with the trade name right, trademark right, copyright or other intellectual property rights of Scoozy.

Article 17. Applicable law and competent court

- 17.1 Dutch law governs any Agreement between Scoozy and the customer. The applicability of the Vienna Sales Convention is excluded.
- 17.2 Any disputes to which the Agreement, these general terms and conditions or the resulting obligations could lead, especially with regards to validity, interpretation, implementation, termination or dissolution, will be exclusively settled by the competent court in the district where Scoozy is registered, and with explicit exclusion of any other court.